

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ JUN 15 2010 ★

-----X
STEPHEN LEWIS,

Plaintiff,

-against-

BRIAN FISCHER, et al.

Defendants.
-----X

BROOKLYN OFFICE

STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL

: 08 Civ.3027
:
:

WHEREAS plaintiff, Stephen Lewis, filed a complaint dated June 3, 2008 ("complaint"), alleging that defendants had violated plaintiff's rights during plaintiff's incarceration in the New York State Correctional Services system; and

WHEREAS defendants answered the complaint and denied all allegations that their conduct violated plaintiff's constitutional or other rights; and

WHEREAS the parties wish to resolve the issues alleged in the complaint in the above-captioned action ("Action"), and have negotiated in good faith for that purpose; and

WHEREAS none of the parties to the Action is an infant or incompetent person;

WHEREAS the parties to the Action wish to discontinue this litigation without the need for further proceedings and without admitting any wrongdoing on the part of defendants; and

WHEREAS plaintiff represents and warrants that, other than this Action, he has no action or proceeding pending in any court, state or federal, arising out of or relating to the subject matter of this lawsuit.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the undersigned parties and counsel as follows:

1. The Action is dismissed and discontinued with prejudice.

2. Defendants shall pay to plaintiff the sum of \$300,000, in full satisfaction of any and all claims for relief in this Action including any costs, disbursements, and legal fees. The Three Hundred Thousand Dollar (\$300,000) check in payment of the above recited sum shall be drawn to the order of the plaintiff's attorney and mailed to the plaintiff's attorney at the address listed-below. Upon receipt thereof, the plaintiff's attorney shall promptly forward the above-recited amount to plaintiff. As part of this agreement, plaintiff and his attorneys hereby waive any claim to an award of attorney's fees under 42 U.S.C. § 1988.

3. In consideration of the payment of the sums recited in paragraph #2 above, the plaintiff, Stephen Lewis, hereby releases and discharges each of the defendants and any and all current or former employees or agents of New York State or the New York State Department of Correctional Services, in their individual and official capacities, and their heirs, executors, administrators and assigns, and the State of New York and its agencies, including, without limitation, the New York State Department of Correctional Services, from any and all claims, liabilities and causes of action which plaintiff or plaintiff's representatives, heirs or assigns ever had, now has or hereafter shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this stipulation and order, arising out of the facts giving rise to this Action, except under the terms of this Stipulation of Settlement.

4. Nothing in this Stipulation of Settlement shall be construed as an admission or acknowledgment of liability whatsoever by any of the defendants or the New York State Department of Correctional Services regarding any of the allegations made by the plaintiff in his complaint.

5. Payment of the amounts recited in paragraph #2 above is subject to the approval of all appropriate New York

State officials in accordance with the provisions for indemnification under Section 17 of the New York Public Officers Law. Plaintiff and plaintiff's counsel agree to execute and deliver to counsel for defendants all necessary or appropriate vouchers and other documents requested with respect to such payment. If applicable, the provisions of Chapter 62 of the Laws of 2001 ("The Son of Sam Law"), relating to crime victims, funds of convicted persons and the Crime Victims Board may affect payment by defendants hereunder.

6. In the event payments of the amounts recited in paragraph #2 above are not made within one hundred and twenty (120) days after the receipt by defendants' counsel of a copy of the fully executed So-ordered Stipulation of Settlement as entered by the Court in this Action, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on the one hundred and twenty-first day after receipt by defendants' counsel of a copy of the fully executed So-ordered Stipulation of Settlement.

7. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose, except in an action or proceeding to enforce this Stipulation of Settlement.

8. This Stipulation of Settlement and Order of Dismissal embodies the entire agreement of the parties in this matter and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceedings, shall bind the parties hereto, or vary the terms and conditions contained herein.

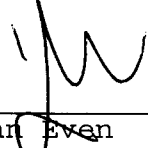
Dated: New York, New York
June 10, 2010

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Dated: New York, New York
June 10, 2010



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Attorney for Plaintiff

Brooklyn
Dated: _____, New York
June 10, 2010



By: Stephen Lewis
Plaintiff

SO ORDERED:

Dated: Brooklyn, New York
June 10, 2010

s/John Gleeson

71 U.S.D.J.